

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Nguyen, Phong)
PH25227)

PHA-2022-0153

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy (“Board”) and Phong Nguyen (“Licensee”), PH25227, do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the Licensee’s record maintained by the Board:

1. Licensee acknowledges the Board opened a complaint against their Massachusetts pharmacist license related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2022-0153.¹
2. The Licensee and the Board agree to resolve this Complaint without making any admissions or findings and without proceeding to a formal adjudicatory hearing. The Complaint alleges the following:
 - a. During July, 2022, the Board learned from the National Association of Boards of Pharmacy (NABP) Clearinghouse and the Connecticut Commission of Pharmacy (CT COP) that the Licensee’s Connecticut pharmacist Licensee (PCT.0009579) was disciplined by CT COP as follows:
 - i. CT COP Docket No. 08-1728
 1. On January 28, 2009, Licensee entered into a settlement agreement with CT COP after he “dispensed a legend drug without authorization and without labeling the drug, and committed a second prescription error.”
 2. According to the agreement, the Licensee’s CT pharmacist’s license was suspended for two weeks, however the suspension was stayed and the Licensee’s license was placed on probation for a one-year period.

¹ The term “license” applies to both a current license and the right to renew an expired license.

3. Licensee was prohibited from serving as a manager of record (MOR) during the period of probation and “after the conclusion of the probationary period, [Licensee] shall not become a pharmacist manager without first appearing before the COP.”
4. Licensee was also issued a letter of reprimand and fined \$1,000.00.

ii. CT COP Docket No. 09-972

1. On November 18, 2009 Licensee entered into a settlement agreement with CT COP after he “left the pharmacy unattended for more than a momentary absence” on May 6, 2009 while he was the only pharmacist on duty.
2. According to the agreement, Licensee’s CT pharmacist license was suspended for two weeks then placed on probation until January 31, 2011.
3. Licensee was prohibited from serving as MOR during period of probation and “after the conclusion of the probationary period, [Licensee] shall not become a pharmacist manager without first appearing before the COP.”
4. Licensee was required to work with another pharmacist on duty. Licensee’s pharmacy manager was required to submit monthly reports on Licensee’s performance and professional judgment as a pharmacist to the Connecticut Department of Consumer Protection (CT DCP) for the first six months of the period of probation for review. After six months, Licensee was allowed to practice alone, if CT DCP determined that the monthly reports demonstrated Licensee performed his professional duties properly.
5. Licensee was fined \$1,000.00.

iii. CT COP Docket No. 2020-947

1. On June 29, 2022, Licensee entered into a settlement agreement with CT COP after CT DCP’s Drug Control Division “alleged that on or about September 8, 2020 [Licensee] engaged in certain violations of the Connecticut General Statutes.” In addition, Licensee was serving as MOR despite having previously entered into a settlement agreement with CT COP prohibiting the Licensee from

doing so without first appearing before CT COP. (See 2(a)(ii) above).

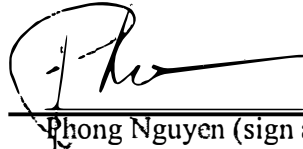
2. According to the settlement agreement, Licensee was required to step down as pharmacy manager. Licensee was prohibited from being “employed or otherwise serv[ing] as a pharmacy manager and/or perform[ing] the duties of a pharmacy manager.” Licensee was required to “promptly inform [their] employer of th[e] settlement agreement.”
 3. Licensee was required to complete a 15-contact hour continuing education course offered by the Connecticut Pharmacist Association called, Law Quality Assurance.
 4. Licensee was fined \$1,500.00.
- b. The Board opened the instant complaint after learning about the discipline outlined above.
3. The Board and Licensee acknowledge there are sufficient facts in the Complaint from which the Board could find grounds for discipline under M.G.L. c. 112, §§ 42A & 61 and 247 CMR 10.03(1)(t).
 4. Licensee agrees that their pharmacist license shall be placed on PROBATION for two (2) years (“Probationary Period”), commencing with the date on which the Board signs this Agreement (“Effective Date”).
 5. During the Probationary Period, the Licensee further agrees that they shall comply with all of the following requirements to the Board’s satisfaction:
 - a. Comply in all material respects with all laws and regulations governing the practice of pharmacy and the United States Pharmacopeia.
 - b. Notify the Board in writing within ten (10) days of each change in their name and/or address.
 - c. Timely renew their pharmacy license.
 - d. Licensee will not serve as Manager of Record (MOR) of any licensed pharmacy or pharmacy department.
 - e. Submit documentation demonstrating successful completion of any and all deficient 2021 Continuing Education (CE) credits on a 1:1 basis.
 6. The Board agrees that in return for Licensee’s execution and successful compliance with the requirements of this Agreement it will not prosecute the Complaint.

7. If the Licensee has complied to the Board's satisfaction with all the requirements contained in this Agreement, the Probationary Period will terminate two (2) years after the Effective Date upon written notice to the Licensee from the Board.²
8. If the Licensee does not materially comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint³ during the Probationary Period, the Licensee agrees to the following:
 - a. The Board may upon written notice to the Licensee, as warranted to protect the public health, safety, or welfare:
 - i. EXTEND the Probationary Period; and/or
 - ii. MODIFY the Probation Agreement requirements; and/or
 - iii. IMMEDIATELY SUSPEND the Licensee's pharmacist license.
 - b. If the Board suspends the Licensee's pharmacy license pursuant to Paragraph 7(a)(iii), the suspension shall remain in effect until:
 - i. the Board provides Licensee written notice that the Probationary Period is to be resumed and under what terms; or
 - ii. the Board and Licensee sign a subsequent agreement; or
 - iii. the Board issues a written final decision and order following adjudication of the allegations (1) of noncompliance with this Agreement, and/ or (2) contained in the Subsequent Complaint.
9. Licensee agrees that if the Board suspends their pharmacist license in accordance with Paragraph 7, they will immediately return their current Massachusetts pharmacist license to the Board, by hand or certified mail. Licensee further agrees that upon said suspension, they will no longer be authorized to practice as a pharmacist in the Commonwealth of Massachusetts and shall not in any way represent themselves as a pharmacist until such time as the Board reinstates their pharmacist license or right to renew such license.

² In all instances where this Agreement specifies written notice to the Licensee from the Board, such notice shall be sent to the Licensee's address and/or email of record.

³ The term "Subsequent Complaint" applies to a complaint opened after the Effective Date concerning acts, omissions, or events occurring after the Effective Date, which (1) alleges that the Licensee engaged in conduct that violates Board statutes or regulations, and (2) is substantiated by evidence, as determined following the complaint investigation during which the Licensee shall have an opportunity to respond.

10. Licensee understands that they have a right to formal adjudicatory hearing concerning the Complaint and that during said adjudication they would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on their own behalf, to contest the allegations, to present oral argument, to appeal to the courts, and all other rights as set forth in the Massachusetts Administrative Procedures Act, M.G.L. c. 30A, and the Standard Adjudicatory Rules of Practice and Procedure, 801 CMR 1.01 et seq. The Licensee further understands that by executing this Agreement they are knowingly and voluntarily waiving their right to a formal adjudication of the Complaints.
11. The Licensee acknowledges that they have been at all times free to seek and use legal counsel in connection with the Complaint and this Agreement.
12. The Licensee acknowledges that after the Effective Date, the Agreement constitutes a public record of disciplinary action by the Board. The Board may forward a copy of this Agreement to other licensing boards, law enforcement entities, and other individuals or entities as required or permitted by law.
13. The Licensee certifies that they have read this Agreement. The Licensee understands and agrees that entering into this Agreement is a voluntary and final act and not subject to reconsideration, appeal or judicial review.

 2/19/2025

Phong Nguyen (sign and date)

Michael J. Goddek, R.Ph.

Monica Botto
Associate Executive Director
Board of Registration in Pharmacy

02/21/2025

Effective Date of Probation Agreement

**Fully Signed Agreement Sent to Licensee on February 24, 2025 by Certified Mail
No. 9589 0710 5270 0764 2102 30**